

# AMERICAN LAND TITLE ASSOCIATION

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Salter Feiber, P.A. - 588  
3940 N.W. 16th Boulevard  
Bldg B  
Gainesville, FL 32605



Authorized Signatory  
David E. Menet, Esq.  
Attorney at Law



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

# Commitment Conditions

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>936447</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>20-0885.7 KN</b>	Issuing Office: <b>588</b>
Property Address: <b>Unassigned Location, FL</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Salter Feiber, P.A.</b>

1. Commitment Date: September 3, 2020 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:  
  
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$ TBD  
  
Proposed Insured: Alachua County, a political subdivision of the State of Florida  
  
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$  
  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
  
Pierre Raymond Warny, Jr. and Nancy H. Warny
5. The Land is described as follows:  
  
See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY  
David E. Menet, Esq.  
Attorney at Law

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 20-0885.7 KN

### Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Warranty Deed from Pierre Raymond Warny, Jr. and Nancy H. Warny, husband and wife to the proposed insured purchaser(s).
  - B. Quit Claim Deed from Mike Benton, Paul Benton, Donna Mercurio and Waverly Munn, joined by spouses, if married (Beneficiaries of the Estate of Charles Keith Benton) to Pierre Raymond Warny, Jr. and Nancy H. Warny, husband and wife as to Parcel 2. (This requirement is made for the purpose of clearing title under that certain conveyance recorded in O.R. Book 1720, Page 1400, Public Records of Alachua County, Florida.)
5. INFORMATION NOTE: Taxes for the year 2020 show UNPAID, in the amount of \$3,343.31 for Parcel No.02711-003-000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
6. INFORMATION NOTE: Taxes for the year 2020 show UNPAID, in the amount of \$2,935.81, for Parcel No.02711-004-000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
7. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: None. The last conveyance was recorded 7/18/2008 in O.R. Book 2302, Page 531, Public Records of Alachua County, Florida.
8. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 20-0885.7 KN

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
  - a. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Declaration of Submission of Real Property to Watermelon Triangle Corporation as recorded in O.R. Book 2302, Page 532, Public Records of Alachua County, Florida.
6. Rights of the lessees under unrecorded leases.

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# **Exhibit A**

**PARCEL 1: (TPN 02711-003-000)**

**THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA.**

**AND**

**PARCEL 2: (TPN 02711-004-000)**

**THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA.**

**TITLE**



6.00  
6.70  
6.70

Prepared by:  
George F. Tubb  
2700B NW 43rd St.  
Gainesville, FL 32606



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1694325 1 P6  
2000 JUL 18 03:03 PM BK 2302 PG 531  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK3 Receipt # 000114  
Lic. Stamp Fee: 0.70  
By: Sebastian D.C.

# QUIT CLAIM DEED

Tax parcel # 02711-003-000 & 02711-004-000

This deed, made this 13<sup>th</sup> day of June, 2000, between

**PIERRE RAYMOND WARNY, JR.**

whose post office address is

, grantor\*, and

**PIERRE RAYMOND WARNY, JR & NANCY H. WARNY, husband & wife**

whose post office address is 34 Bridle Path, Port Washington, NY 11050

, grantee\*.

**WITNESSETH.** That said grantor, for and in consideration of TEN DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim to the said grantee all the right, title and interest which the grantor has in and to the following described land, situate, lying and being in ALACHUA county, Florida, to-wit:

The SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 11, Township 11 South, Range 17 East, Alachua County, Florida.

This deed was given for the purpose of creating an estate by the entirety with grantor and his spouse.

\* "grantor" and "grantee" are used for singular or plural as context requires.

**IN WITNESS WHEREOF** Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

Reed P. Whittemore

Pierre Raymond Warny, Jr.  
PIERRE RAYMOND WARNY, JR.

Reed P. W. H. H. H. H.  
printed name of witness signing above

Doris M. Whittemore

Doris M. Whittemore  
printed name of witness signing above

(seal)

State of New York  
County of Nassau

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2000 by **PIERRE RAYMOND WARNY, JR** who is personally known to me or who has produced as identification

Reed P. Whittemore  
Notary Public

My commission expires

REED P. WHITTEMORE  
NOTARY PUBLIC, State of New York  
No. 4834372  
Qualified in Nassau County  
Commission Expires Dec. 31, 2000

11-11-17

SE 4 NE 4

NE 4 SE 4

2220

2302-531

# EXCEPTIONS

6.00

Prepared by  
George Fubb  
2700 N. NW 41st St.  
Gainesville FL 32609

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1694326 1 PG  
2000 JUL 18 03:03 PM BK 2302 PG 532  
J. A. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK'S Receipt NO. 0114

# DECLARATION OF SUBMISSION OF REAL PROPERTY TO WATERMELON TRIANGLE CORPORATION

KNOW YE BY THESE PRESENTS, that

**PIERRE RAYMOND WARNY, JR.** party of the first p. rt. (hereinafter "Owner") for and in consideration of the benefits provided by that certain Corrective Road Grade Crossing Easement executed on June 9, 1994, between Watermelon Triangle Corporation and CSX Transportation, Inc. and in further consideration of the sum of Ten (\$10.00) Dollars lawful money of the United States, paid by "Owner" to Watermelon Triangle Corporation, a Florida not-for-profit corporation, party of the second part, (hereinafter "Watermelon"), the receipt and sufficiency whereof is hereby acknowledged, do hereby submit the following described real property

The SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 11, Township 11 South, Range 17 East, Alachua County, Florida.

belonging to "Owner" to the assessment of "Watermelon", as more particularly set forth in the Articles of Incorporation and By-Laws of "Watermelon", as from time to time amended. Hereafter, the assessment power of "Watermelon" and the rights, privileges, duties and responsibilities of membership in "Watermelon", shall run with the above described land, including, but not limited to the right to use that certain railroad crossing which is the property of CSX Transportation, Inc. and over and across which "Watermelon" owns a certain Road Grade Crossing Easement, being recorded in Official Records of Alachua County, Florida at OR Book 1970, page 694, which crossing is located 533' +/- South of MP AR-737, near the City of Archer, Alachua County, Florida.

Acceptance of a deed or other instrument of conveyance of property which is encumbered by this Declaration shall constitute submission to the assessment authority of "Watermelon". The membership rights of "Owner" shall terminate when "Owner" no longer qualifies for admission in "Watermelon" (i.e., when "Owner" no longer has a fee interest in the above-described property), and such membership shall automatically be transferred to the person or entity who then assumes an ownership interest in the above described land.

Signed, sealed and delivered in our presence

Reed P. Whitham

Reed P. Whitham  
printed name of witness signing above

Pierre Raymond Warny, Jr.  
PIERRE RAYMOND WARNY, JR.

Doris M. Whitham

Doris M. Whitham  
printed name of witness signing above

STATE OF NEW YORK  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 13 day of May, 2000 by  
**PIERRE RAYMOND WARNY, JR.** who is personally known to me or who has produced  
as identification

Reed P. Whitham  
Notary Public

My commission expires:

REED P. WHITHAM  
NOTARY PUBLIC - State of Florida  
Exp. 4/1/02  
Qualified in Alachua County  
Commission Expires Dec. 31, 2001

2302-532